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I hereby certify that this correspondence is being deposited
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Commissioner for Patents
Washington, D.C. 20231
on January 23, 2002

Date of Deposit

John G. Rauch, Reg. No. 37,218

Name of applicant, assignee or
Registered Representative

Signature

Date of Signature



RECEIVED

FEB 21 2002

OFFICE OF PETITIONS
DEPUTY A/C PATENTS

Our Case No. 10506/3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Rafie, et al.

Serial No. 09/764,202

Filing Date: January 17, 2001

For CARRIER PHASE RECOVERY
SYSTEM FOR ADAPTIVE BURST
MODEMS AND LINK HOPPING
RADIO NETWORKS

Examiner: not yet assigned

Group Art Unit No.: 2631

REQUEST FOR RECONSIDERATION OF

PETITION UNDER 37 C.F.R. §1.47(a) TO ACCEPT APPLICATION WHERE AT LEAST ONE JOINT INVENTOR IS AVAILABLE

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Applicant respectfully requests reconsideration of the dismissal of applicant's petition for
acceptance of the of the enclosed Declaration under 37 C.F.R. §1.47 and MPEP §409.03(a). One

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of the joint inventors, Tushar Shah, cannot be found or reached after diligent efforts or have refused to sign the declaration for the above-referenced patent application.

(A) As set forth in MPEP §409.03(a), the following are enclosed: An oath per 37 CFR 1.63 and 1.64 or 1.175, made on behalf of the nonsigning joint inventor as required by 37 CFR 1.64. The enclosed Declaration is signed by all the available joint inventors with the signature block of the non-signing inventor left blank;

(B) I, John G. Rauch, represent Caly Networks ("Caly"), the current assignee of the above-referenced patent application. I have no direct relationship with any of the named inventors;

(C) Attached herewith is the affidavit of Richard Silverstein per MPEP 409.03(d) indicating the facts relating to the diligent efforts made to secure the execution of the declaration of inventor Shah. Specifically, on December 21, 2001, Mr. Silverstein mailed a copy of the present patent application to inventor Shah along with a cover letter and a Declaration for signature by Mr. Shah after review of the patent application. On January 4, 2002, Stephen J. Rosenman, attorney of the law firm Brobeck, Phleger & Harrison on behalf of inventor Shah's current employer sent a letter to Michael B. Levin of the law firm Wilson Sonsini Goodrich & Rosati, attorneys for Caly. In the January 4 letter, Mr. Rosenman acknowledged that inventor Shah had received the review copy of the patent application but indicated that Mr. Shah had not reviewed the application and would not review the application. Copies of Mr. Silverstein's cover letter and Mr. Rosenman's letter are attached as exhibits to Mr. Silverstein's affidavit.

(D) The last known address of inventor Shah is as follows:

Tushar Shah, 325 Woodruff Way, Milpitas, CA 95035;

(E) Attached herewith is the Employment, Confidential Information, Invention Assignment and Arbitration Agreement signed by inventor Shah agreeing to assign to Caly his interest in any inventions jointly or solely made by inventor Shah during his time of employment by Caly, thus giving Caly proprietary ownership of the invention; and

(F) Applicant submitted a Petition under 37 CFR § 1.47(b) dated July 19, 2001. This petition was dismissed as of September 27, 2001 on the grounds that Applicant failed to provide the last known address of inventor Shah and failed to establish that inventor Shah has been

presented with the full application and has refused to sign the declaration, or cannot be reached. In the dismissal, leave to request reconsideration was given with a two month time period, with extensions of time permitted per 37 CFR § 1.136. Applicant has re-stated the last known address of inventor Shah in paragraph (D) above. As evidenced by the enclosed affidavit of Mr. Silverstein, applicant has presented the patent application and Declaration to Mr. Shah who has refused to sign the Declaration. This Request For Reconsideration is timely presented within the permitted time to respond as extended by the enclosed Petition for Extension of Time under 37 CFR § 1.136(a).

(G) This petition is necessary to preserve Caly's rights and to prevent irreparable damage because the time limit for providing the missing Declaration is approaching.

Reconsideration of the previously dismissed petition and acceptance of the enclosed Declaration is respectfully requested.

Respectfully submitted,



John G. Rauch
Registration No. 37,218
Attorney for Caly Networks

January 23, 2002

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, ILLINOIS 60610
(312) 321-4200

COPY OF PAPERS
ORIGINALLY FILEDDECLARATION FOR PATENT APPLICATION

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FEB 21 2002

OFFICE OF PETITIONS
DEPUTY A/C PATENT

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled CARRIER PHASE RECOVERY SYSTEM FOR ADAPTIVE BURST MODEMS AND LINK HOPPING RADIO NETWORKS, the specification of which:

- ☒ is attached hereto.
☐ was filed on _____ as Application Serial No. _____.
☐ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability as defined in Title 37, Code of Federal Regulations, § 1.56(a).

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate or § 365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)Priority Claimed

None				
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
			<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below:

None	
(Application Serial No.)	(Filing Date)

I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s), or § 365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR § 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

None			
(Application Serial No.)	(Filing Date)	(Status-patented, pending, abandoned)	

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Inventor's Signature

Full name of sole or first inventor

Residence

Citizenship

Post Office Address

MS. Rafie → Date: 1/16/2001
Manouchehr S. Rafie
529 Cherrywood Dr., Sunnyvale, CA 94087
Iran
529 Cherrywood Dr., Sunnyvale, CA 94087

BRINKS HOFER GILSON & LIONE
P.O. Box 10395
Chicago, IL 60610
(312) 321-4200

Case No. 10506/3

Inventor's Signature

Full name of second joint inventor, if any

Residence

Citizenship

Post Office Address

Tushar Shah

325 Woodruff Way, Milpitas, CA 95035

India

325 Woodruff Way, Milpitas, CA 95035

Date:

Inventor's Signature

Full name of third joint inventor

Residence

Citizenship

Post Office Address

Syang-Miau Hwang

7517 Orange Blossom Dr., Cupertino, CA 95014

Taiwan, R.O.C.

7517 Orange Blossom Dr., Cupertino, CA 95014

Date:

Inventor's Signature

Full name of fourth joint inventor

Residence

Citizenship

Post Office Address

Jun Lu

1326 Pebble Ct., San Jose, CA 95131

China

1326 Pebble Ct., San Jose, CA 95131

Date:

Inventor's Signature

Full name of fifth joint inventor

Residence

Citizenship

Post Office Address

Date:

Inventor's Signature

Full name of sixth joint inventor

Residence

Citizenship

Post Office Address

Date:

Inventor's Signature

Full name of seventh joint inventor

Residence

Citizenship

Post Office Address

Date:

rev. Dec.-99

F:\COMMON\gr\Calynet - 10506\10506-3 Declaration for Patent Application.doc

1. I, Richard Silverstein, am the Director of Business Development for Caly Networks, the owner of the above-identified patent application.

2. Tushar Shah is a former employee of Caly Networks.

3. On or about January 10, 2001, Manouchehr S. Rafie contacted Mr. Shah and requested that he visit the offices of Caly Networks to review the above-identified patent application.

4. On January 16, 2001, inventors Manouchehr S. Rafie, Syang-Myau Hwang and Jun Lu, all employees of Caly Networks, signed a Declaration For Patent Application and an Assignment for the above-identified patent application.

5. On January 16, 2001, Mr. Shah reviewed the patent application in the offices of Caly Networks. Following his review, Mr. Shah stated to me that the patent application was acceptable but requested legal review of the assignment document prior to execution of either the Declaration For Patent Application or the Assignment.

6. On January 26, 2001, I forwarded the assignment document to Mr. Shah. During a subsequent telephone conversation, he stated to me that the assignment document was acceptable to his counsel and that we should schedule a time to obtain his signature.

7. Based on this representation, over the next three months I made several attempts to contact Mr. Shah by telephone and electronic mail, including two calls to Mr. Shah's attorney.

8. On April 16, 2001, I forwarded correspondence to Mr. Shah to his current place of employment, Redwave Networks. This correspondence was sent via Federal Express to 2001 Gateway Boulevard, Suite 455 East, San Jose, California 95110. A copy of this correspondence was sent to Mr. Shah's attorney, Warren Lazerow, care of Brobeck Phleger & Harrison LLP, Two Embarcadero Place, 2200 Geng Road, Palo Alto, CA 94303. I subsequently received signed acknowledgements that both Redwave Networks and Brobeck Phleger & Harrison LLP received the correspondence.

9. On May 14, 2001, Josef Berger, President and Chief Executive Officer of Caly Networks, and Andrew Fine, President and Chief Executive Officer of Redwave Networks, met to discuss the matter of Mr. Shah executing the patent application. Caly Networks was informed by Mr. Fine that the parties will not be able to resolve the issue at this time and that Mr. Shah will be unavailable to sign the documents.

10. On December 21, 2001, I sent a copy of the present patent application to Mr. Shah at his home address, 325 Woodruff Way, Milpitas, CA 95035. A copy of the cover letter conveying the present patent application to Mr. Shah is attached. In addition to the review copy of the present patent application, I sent a copy of an Inventor's Declaration identifying co-inventors Manouchehr S. Rafie, Syang-Myau Hwang and Jun Lu, as well as an Assignment of Mr. Shah's rights in the patent application to Caly Networks in accordance with his employment agreement with Caly Networks. I asked Mr. Shah to review the present patent application and sign the Declaration and Assignment and return the documents to me no later than Friday, January 4, 2002.

11. On January 4, 2002, I received a letter from attorney Stephen J. Rosenman addressed to Michael B. Levin, attorney for Caly Networks. In the letter, Mr. Rosenman states in part

...Rich Silverstein of Caly Networks sent on December 28, 2001, patent applications to Tushar Shah for review and execution. This is to advise that...Mr. Shah will not review and execute those documents....

The materials contained in Mr. Silverstein's December 28 letter were not reviewed by Mr. Shah and no longer are in his possession.

A copy of this letter is attached.

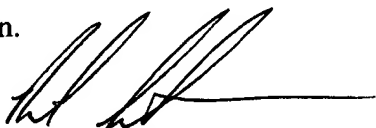
12. To date, I have not received an executed Declaration from Mr. Shah and, through Attorney Rosenman, Mr. Shah has clearly indicated that he received the copy of the review copy of present application but refused to execute the Declaration.

13. The end of the time to respond to the Notice to File Missing Parts for the present

patent application is rapidly approaching. Since the time to respond to the Notice to File Missing Parts is approaching, and since Mr. Shah has not responded to the repeated requests for execution of the Declaration, and since Caly Networks has been repeatedly informed that Mr. Shah will not review or sign the documents provided to him, Mr. Shah is unavailable or refuses to sign the Declaration.

The undersigned further declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 1/15/02



Richard Silverstein

**295 Santa Anna Court
Sunnyvale, CA 94086
Tel (408) 730 8800
Fax (408) 730 2448**

Date:

11/1/77

Mr/Ms. TUSHAR SHAH

Re: Proprietary Information

Dear TUGHAR KHAN :

On this, your first day with Caly Corporation ("Caly" or the Company), I wish to extend a warm greeting to you on behalf of the Company and myself. We are happy that you have decided to join us, and we are confident that you will make many important contributions to Caly's continuing growth and success.

Because we have succeeded in attracting and developing a gifted, energetic team, we place great emphasis upon individual initiative and creativity. To achieve our business goals, we encourage each employee to utilize his or her individual skills and resources to the utmost. Accordingly, Caly has no interest whatsoever in any knowledge or information you may possess that is proprietary to a former employer. Moreover, it is our policy to insist that you do not bring to Caly or use in your work for Caly any papers, notes or other information that is proprietary to a former employer. If you have such papers or other information in your possession, we strongly suggest you return it to your former employer. If you have any questions or doubts concerning matters that may be proprietary to a former employer, we urge you to contact your former employer to discuss the matter. If, after discussing the matter with your former employer, you wish to seek further advice, our counsel is available to consult with you.

With respect to your employment at Caly, any and all information generated by or for the Company is proprietary to Caly. Accordingly, we have asked you to review and execute a confidentiality agreement to reflect your agreement to protect and preserve Caly's proprietary information. Please return the executed agreement to the personnel department today.

Once again, we are delighted that you have joined Caly Corporation. Welcome aboard.

Very truly yours,

Josef Berger
Josef Berger
President & CEO

CALY CORPORATION**Employment, Confidential Information and Invention Assignment Agreement**

As a condition of my employment arrangement with Caly Corporation, its subsidiaries, affiliates, successors or assigns (together the Company), and in consideration of my employment arrangement with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. Employment.

(a) I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

(b) I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

(c) I agree to adhere to the Company's Conflict of Interest Guidelines attached as Exhibit A hereto.

2. Confidential Information.

(a) Company Information. I agree at all times during the term of my employment arrangement and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that Confidential Information means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which (i) has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved, and (ii) are already in my possession, without confidentiality restrictions, at the time of disclosure by the Company, as shown by my files and records immediately prior to the time of disclosure.

(b) Other Employer Information. I agree that I will not, during my employment arrangement with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes (the "Third Party Confidential Information"). I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party. I further understand that Third Party Confidential Information does not include any of the foregoing items which (i) has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items

involved, and (ii) are already in my possession, without confidentiality restrictions, at the time of disclosure by any third party or the Company, as shown by my files and records immediately prior to the time of disclosure.

3. Inventions.

(a) Assignment of Inventions. I agree that I will (i) promptly, upon request of the Company, make full written disclosure to the Company, and (ii) hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am engaged as an employee to the Company (collectively referred to as Inventions and which (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate at the time of conception or reduction to practice to the business as conducted by the Company, or to the actual or demonstrably anticipated research or development of the Company, will be the sole and exclusive property of the Company, and I will and hereby do assign all my right, title and interest in such Inventions to the Company, except as provided in Section 2(f). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment arrangement with the Company and which are protectible by copyright are Aworks made for hire, as that term is defined in the United States Copyright Act.

(b) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment arrangement with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) Inventions Retained and Licensed. I provide below a list of all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as Prior Inventions), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment arrangement with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(a) Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of California as they apply to contracts entered into and wholly to be performed within such State. I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts located in the federal Northern District of California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(e) Term. This Agreement shall survive until three years after the last day of my employment with the Company.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Confidential Information and Invention Assignment Agreement, as of the date set forth below.

Date: 11/1, 1999

EMPLOYEE

Name (Print): TUSHAR SHAH

Signature: 

CALY CORPORATION

Name (Print): JOSEF BERGER

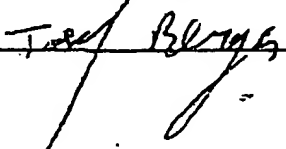
Signature:  11/10/99

EXHIBIT A**Caly Corporation
Conflict of Interest Guidelines**

It is the policy of Caly Corporation and its subsidiaries and affiliates (together, the Company) to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

- (1) Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Employment, Confidential Information, Invention Assignment and Arbitration Agreement elaborates on this principle and is a binding agreement.)
- (2) Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue, influence or otherwise be improper or embarrassing to the Company.
- (3) Participating in civic or professional organizations that might involve divulging confidential information of the Company.
- (4) Initiating or approving any form of personal or social harassment of employees.
- (5) Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
- (6) Borrowing from or lending to employees, customers or suppliers.
- (7) Acquiring real estate of interest to the Company.
- (8) Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- (9) Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- (10) Making any unlawful agreement with distributors with respect to prices.
- (11) Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- (12) Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

EXHIBIT B**CALY CORPORATION**
Termination Certificate

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Caly Corporation, its subsidiaries, affiliates, successors or assigns (together, the Company).

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me (the Agreement), including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by the Agreement.

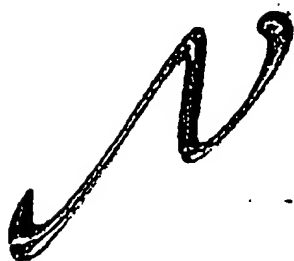
I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from this date, I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly, all as provided more fully with the Employee Agreement.

Date: 3/31, ~~1999~~ 2000

Name (Print): Tushar Shah

Signature: ~~3/31~~ (R. Shah)



C A L Y networks

December 21, 2001

Tushar Shah
325 Woodruff Way
Milpitas, CA 95035

Re: Adaptive Equalizer System For Short Burst Modems And Link Hopping Radio Networks, USPTO No. 09/849,687 (the "Caly Patent Application")

Dear Tushar:

As you know per upon our previous correspondence, based upon the work you conducted while an employee of Caly you have been listed as an inventor on the following two patent applications:

- Adaptive Equalizer System For Short Burst Modems And Link Hopping Radio Networks, USPTO No. 09/849,687; and
- Method for Carrier Phase Recovery Using Pilot Based and decision feedback algorithm for burst mode applications, USPTO No. 09/764,202.

In connection with these patents, we would like to give you a final opportunity to review and sign the patent applications. Consequently, I am enclosing a copy of each patent application for your review and Declaration for Patent Applications and Assignments for your signature. Following your review, kindly sign the documents where indicated, have the Assignments notarized, and return the documents to me no later than Friday, January 4.

Please contact me at (408) 420-2855 if you have any questions or if you need assistance getting the Declarations notarized.

Regards,

Rich Silverstein
Director of Business Development

CC: Stephen J. Rosenman, Brobeck Phleger & Harrison LLP

Brobeck

ATTORNEYS AT LAW

January 4, 2002

VIA FACSIMILE

Brobeck, Phleger & Harrison LLP
Two Embarcadero Place
2200 Geng Road
Palo Alto, California 94303-0913
DIRECT 650.498.2844
FAX 650.498.2713
arsenman@brobeck.com
www.brobeck.com

Michael B. Levin, Esq.
Wilson Sonaini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050

Re: Caly Networks

Dear Michael:

As you may be aware, Rich Silverstein of Caly Networks sent on December 28, 2001, patent applications to Tushar Shah for review and execution. This is to advise that, for the reasons set forth in our letter of May 7, 2001, Mr. Shah will not review or execute those documents. Please inform Caly of this, as their letter indicated a response regarding this matter is due in the Patent Office on January 4.

As set forth in our prior letter, neither Caly, its personnel, or its counsel are to provide Mr. Shah with any information purported to be confidential to Caly. Having repeatedly advised you not to send such information to Mr. Shah, we caution that further unauthorized communications of this nature may be treated as a waiver of any confidentiality that might otherwise exist.

The materials contained in Mr. Silverstein's December 28 letter were not reviewed by Mr. Shah and no longer are in his possession.

Please direct to me, rather than to Mr. Shah, any further correspondence concerning this matter.

Sincerely,

BROBECK, PHLEGER & HARRISON LLP

Stephen J. Roschman

Stephen J. Roschman

SJR:tm

cc: Tushar Shah

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